

Criminal Alien Requirement - III  
Request for Proposal(RFP) PCC-0007

Potential Offeror Questions and Bureau Answers

The purpose of this questions and answers document is to exchange information with parties interested in this procurement in an effort to improve understanding of government requirements and industry capabilities. Information provided shall not qualify the terms of the solicitation.

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|----|------------------|-------------------|---------------------------------|
| 1. | <u>Section C</u> | <u>Page(s) 7</u>  | <u>Line Number(s) 67-74</u>     |
|    | <u>Section C</u> | <u>Page(s) 43</u> | <u>Line Number(s) 1598-1603</u> |

QUESTION: *Would the contractor have the authority to assign criminal aliens to outside work details, i.e., landscaping and warehouse details?*

*If not, would the BOP assign non-criminal alien inmates to the institution who can be classified for an outside work cadre?*

ANSWER: It is the offeror's responsibility to establish the inmate work plan. The inmate work program shall not conflict with any other requirement of the RFP and must comply with all applicable laws, regulations, policy. The offeror is encouraged to review requirements relevant to this subject (e.g., P.S. 5100.07, Security Designation and Custody Classification Manual).

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| 2. | <u>Section C</u> | <u>Page(s) 19</u> | <u>Line Number(s) 571-572</u> |
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QUESTION: *How would individual staff members be measured to be considered bilingual in English and Spanish for purposes of meeting the 33% bilingual staff requirement?*

ANSWER: It is the contractor's responsibility to identify an accurate and objective means of determining bilingual ability.

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| 3. | <u>Section C</u> | <u>Page(s) 30</u> | <u>Line Number(s) 1049-1051</u> |
|----|------------------|-------------------|---------------------------------|

QUESTION: *Is the requirement for a minimum of two (2) mobile patrols per shift?*

*Are we permitted to mix systems, in other words a tower and a mobile patrol?*

ANSWER: It is the responsibility of the offeror to develop an approach for providing perimeter security which meets the requirements of the SOW.

4. Section B,1,(b) Page 2

QUESTION: *If the contract is terminated during Program Years 2 or 3, will the cancellation ceilings for those years be calculated on 15% or 30% of the aggregate contract value of Years 1 through 3, or just on the value of the months remaining on the contract subsequent to termination?*

ANSWER: If the contract were terminated during Program Year 2, the cancellation ceiling is 30% of the Total Base Period Amount. If the contract were terminated during Program Year 3, the cancellation ceiling is 15% of the Total Base Period Amount.

5. Section C Page(s) 8 Line Number(s) 92

QUESTION: *In the event that the facility should consistently operate at less than 95% occupancy, is it a reasonable assumption that the FBOP would permit the contractor to house Spanish-speaking criminal aliens under the jurisdictions of state departments of correction? This question contemplates that the state inmates should be minimum-security Mexican nationals under INS detainers who would be deported at the end of their sentences.*

ANSWER: Please see Section C, SOW, Page 8, Line Number(s) 92 - 94, which states, "Unless prior written approval by the COR is granted, the contractor shall house only inmates designated to the facility by the BOP."

6. Section C Page(s) 29 Line Number(s) 1000

QUESTION: *Is it necessary that FBOP office space be contiguous with the INS hearing rooms and office space? Are they preferred in the same building? Do the FBOP monitors need a conference room?*

ANSWER: Section C, SOW, Page(s) 29 - 30, Line Number(s) 995 - 1017, and Section J, Attachment 15, "Required Government Space", clearly define the requirements for government space. It is the responsibility of the offeror to develop an approach to providing government space which meets the requirements of the statement of work. The offeror's proposal will be evaluated to determine the soundness and anticipated effectiveness of the offeror's approach to performing the tasks identified in Section L of the RFP.

7. Section C Page(s) 31 Line Number(s) 1070

QUESTION: *The offeror's facility is within 300 miles of the US/Mexican border. Will the contractor be required to deliver released Mexican national inmates to the border or will that be the responsibility of the INS?*

ANSWER: Section C, SOW, Page(s) 31, Line Number(s) 1070 - 1079, clearly describe the contractor's responsibility for providing inmate transportation.

8. Section L.6 Page 5

QUESTION: *How many copies of the multi-media are required to be submitted for Volumes 2, 3 and 4?*

ANSWER: The following number of copies are required to be submitted in multi-media for each volume:  
Volume 2 - 10 copies, Volume 3 - 1 copy,  
Volume 4 - 3 copies.

9. Section F Paragraph 2(a)

QUESTION: *Construction of the offeror's facility has commenced but 100% completion is not scheduled until mid-2002. If on the 365<sup>th</sup> day subsequent to the contract award the physical plant is substantially complete and if the staff is trained and prepared to commence operations, but if the interiors of some housing units remain under construction, is it possible to receive a partial Notice to Proceed and to accept inmates into the facility and into the completed housing units?*

ANSWER: Section C, SOW, Page(s) 7, Line Number(s) 55 - 65, and Section F of the RFP, clearly describe the contractor's responsibility for notifying the BOP it is ready to accept inmates and assume full responsibility for the operation, maintenance and security of the institution no later than 365 days after contract award. These cites also make clear the BOP, at its discretion, will determine the contractor's compliance and capability of assuming full responsibility for performance prior to issuing the Notice to Proceed. It is the offeror's responsibility to develop an approach to accomplishing the requirements of the RFP.

10. Section L.8.4(a) Page(s) 12

QUESTION: *Since most of the sections in volume #2-A stipulate a page limit on the offeror's response, what specific type of information would be allowed to be included in this section? May we use this provision to offer additional valuable information on subjects previously addressed?*

ANSWER: Section L.8., 2), (a), (3), recognizes that the RFP allows offerors to submit multiple performance locations. To avoid submitting redundant information on each site, proposal instructions request the offeror include a single Volume #2-A. Section L.8, Volume #2-B, 4(a) is intended to provide the offeror submitting multiple performance locations an opportunity to address unique aspects of the separate sites not previously addressed in Volume #2-A. Information submitted in response to Section L.8, Volume #2-B, 4(a), shall be consistent with the format required by Volume #2-A.

11. Section L.8 Page(s) 7-9

QUESTION: *According to the directions provided in this section, the offeror is required to provide a narrative description of the proposed technical capabilities and the technical effort that would be applied to satisfy the requirements of the Statement of Work (SOW). However, if we address only the topics contained in Section L.8.2(a), (b), and (c), there will be many requirements and objectives stipulated in the SOW that*

*will not be addressed in our proposal. Are we correct in assuming that there is no requirement to address each specific topic contained in the SOW?*

ANSWER: The offeror's proposal shall follow the instructions provided in Section L, which include addressing each issue identified in Technical Proposal Volume #2-A and Volume #2-B. Section M.4.2, states "technical proposals will be evaluated to determine the soundness and anticipated effectiveness of the offeror's approach to performing the tasks identified in Section L of the RFP."

12. Section J Attachment 14

QUESTION: *Section 02835 - Barbed Tape, Part 1 - General, 1.1 A, Summary B. We interpret this section that the Government will supply all barbed tape to be used on the secured perimeter and that the contractor will be responsible only for its installation and maintenance. Is this correct?*

ANSWER: Section C, SOW, Page(s) 8, Line Number(s) 98 - 103, states "The contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract."

14. Section M,4 Page 2

QUESTION: Will offers from facilities located in counties with lower wage determinations score higher than facilities in counties with higher wages, assuming that the per diem rates are lower by an amount approximating the differences between the wage determinations? If so, it is this offeror's intent to challenge the Department of Labor determinations for Mohave County, Arizona. A wage difference of \$1.00 per hour will equate to a difference in total annual salaries and fringe benefits between otherwise identical facilities of about \$1 million.

ANSWER: All offers will be scored in accordance with Section M.4.

15. Section B - Pricing Page(s) 3 of 4

QUESTION: *In the event the population, in a monthly payment period, exceeds 115% of the facility rated capacity, how will the BOP compensate the successful offeror(s)?*

ANSWER: In the event the total number of inmate days exceeds 115% of the facility rated capacity in a monthly payment period, Contract Clause 52.243-1, Changes, Alternate 1, shall apply.

16. Section C, SOW Page(s) 19 Line Number(s) 591-593

QUESTION: While we realize that timing is of the essence in scheduling BOP provided training, we are not sure that the request "within 30 days of contract award" is intended to require the inclusion of the names of staff, dates, etc. We will not have even begun construction by that time, nor hire staff. Can we assume that a letter "within 30 days of contract award" requesting BOP training (without staff names, dates, etc.) Would suffice to meet this requirement?

ANSWER: The contractor's written request to receive BOP training should specify both the course to be provided and the preferred dates of the training. The contractor will provide names of participants as requested by the COR.

17. Section C, SOW Page(s) 20 Line Number(s) 597-601  
Section C, SOW Page(s) 21 & 22 Line Number(s) 651-686  
Section J, Attachment 3 Page(s) 3 of 5

QUESTION: *While these sections may discuss the requirements of these specific areas, it does not fully detail or provide whether the facility staff will be required to compute sentence computations for this population or not. Some of our contracts with the BOP require us to complete sentence computations and others do not. Can you please confirm whether or not sentence computation will be required for this contract(s)?*

ANSWER: The performance requirements of this contract will not require the contractor to compute sentence computations.

18. Section C, SOW Page(s) 7 Line Number(s) 45-51  
Section J, Attachment 4 Page(s) 1-4 Paragraph B

QUESTION: *If a new, not previously existing, facility is proposed, the Contract Award and the Notice to Proceed (NTP) may occur up to 12 months apart, from breaking ground to accepting the first inmate. All other operations documents (such as plans, Policies and procedures) are due to the COR for review and concurrence prior to issuance of the NTP. (Reference section C-SOW, Page 7, Lines 45 - 51.) Since the QCP addresses the actual operation of the facility and serves to confirm that the policies and procedures are being followed, the policies and procedures must first be completed and approved in order to finalize the QCP. The due dates for these two requirements are in conflict, with the QCP due ten months before the policies and procedures.*

*It seems that this section may have been written to apply (only) in the event that an existing facility is awarded a contract.*

*Can you please confirm that the QCP is required no later than 30 days after contract award?*

ANSWER: Please see Amendment 2 which will be issued on December 26, 2000.